

COUNT 1 - BREACH OF CONTRACT

1. Admitted that Plaintiff had a myocardial infarction and a triple bypass surgery on or about March 19, 2002. Admitted that Plaintiff was an attorney whose practice included family law. Otherwise denied.
2. Admitted that as of March 19, 2012 the Plaintiff had in force a contract of disability insurance issued by Lincoln National Life Insurance Company and administered by Metropolitan Life Insurance Company. Admitted that the insurance contract contains a total disability provision and an Extended Own Occupation Rider which defines total disability. Otherwise denied.
3. Denied.
4. Admitted.
5. Admitted that Plaintiff's claim for disability benefits was denied by Metropolitan Life Insurance Company. Otherwise denied.

WHEREFORE, Defendants deny that Plaintiff is entitled to relief.

ADDITIONAL DEFENSES

1. Lincoln National Corporation denies that it is a party to the insurance contract. Therefore, Lincoln National Corporation is not a proper party in this case.

2. Lincoln National Corporation was not properly served with the Complaint.

Dated: August 21, 2013

Respectfully submitted,

SUTHERLAND ASBILL & BRENNAN LLP

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Attorney for Defendants Lincoln National Life Insurance Company, Lincoln National Corporation, and Metropolitan Life Insurance Company

CERTIFICATE OF SERVICE

I certify that I electronically filed the foregoing document using the CM/ECF System which will send notification of such filing to counsel of record.

/s/ Thomas R. Bundy
Thomas R. Bundy